

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Hogan & Hartson L.L.P.	2. Registration No. 2244
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (specify) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

- (a) AGREEMENT FOR LEGAL SERVICES BETWEEN REGISTRANT AND THE EMBASSY OF JAPAN (ATTACHED).
- (b) AGREEMENT FOR LEGAL SERVICES BETWEEN THE REGISTRANT AND NIPPON TELEGRAPH AND TELEPHONE CORPORATION (ATTACHED).

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

THE REGISTRANT'S EXHIBIT B, ITEM 1, FOR THE EMBASSY OF JAPAN IS HEREBY AMENDED TO REFLECT THAT THE AGREEMENT REFERENCED IN ITEM 4(a) IS NOW APPLICABLE.

THE REGISTRANT'S EXHIBIT B, ITEM 1, FOR NIPPON TELEGRAPH AND TELEPHONE CORPORATION IS HEREBY AMENDED TO REFLECT THAT THE AGREEMENT REFERENCED IN ITEM 4(b) IS NOW APPLICABLE.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

September 28, 1999

(Type or print name under each signature¹)

T. Clark Weymouth
T. CLARK WEYMOUTH

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

RETAINER AGREEMENT

WHEREAS, Hogan & Hartson L.L.P. has represented the Embassy of Japan, as its General Counsel in Washington, D.C., during prior fiscal years beginning on April 1 and terminating on March 31, and

WHEREAS, the parties have heretofore mutually agreed to a continuation of that legal relationship during the fiscal year beginning April 1, 1999, subject to annual renewal by mutual agreement of the parties;

THEREFORE, the parties agree that Hogan & Hartson L.L.P. will continue to provide legal services and advice to the Embassy of Japan for the period stated above for the annual retainer sum of \$40,000 (U.S.) billed quarterly in advance, plus actual disbursements billed at the conclusion of each quarter. It is understood that this retainer does not include legal services in connection with real estate matters and acquisitions or special matters requiring extraordinary legal time and attention.

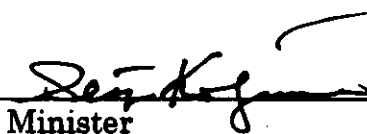
The contract shall come into force as of the first day of April, 1999, and shall be in effect until March 31, 2000, on the condition that the FY 1999 budget will be approved by the Diet.

Signed in duplicate and agreed as of this first day of April, 1999.

HOGAN & HARTSON L.L.P.
555 Thirteenth Street, N.W.
Washington, D.C. 20004

By 
Robert J. Elliott
Partner

EMBASSY OF JAPAN
2520 Massachusetts Avenue, N.W.
Washington, D.C. 20008

By 
Minister

HOGAN & HARTSON
L.L.P.

JOEL S. WINNIK
PARTNER
DIRECT DIAL (202) 637-5857

June 14, 1999

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
TEL (202) 637-5600
FAX (202) 637-5910

Mr. Akihiko Okada
Executive Vice President, Planning & Marketing
Mr. Hajime Kii
Vice President, Corporate Affairs
NTT America, Inc.
101 Park Avenue, 41st Floor
New York, New York 10178

Dear Mr. Okada and Mr. Kii:

We are pleased that NTT America, Inc. ("NTTA") has engaged Hogan & Hartson to advise the company concerning business and regulatory matters. This letter sets forth the terms upon which we will provide our services to NTTA in connection with business and regulatory matters.

I will have primary responsibility for these matters, and I expect that other members of our Telecommunications and Corporate Groups will assist.

This retainer agreement will cover the period January 1, 1999 through December 31, 1999. The amount of the retainer will be \$66,000. Under this retainer agreement, Hogan & Hartson will provide advice to NTTA concerning business and regulatory matters and developments. The retainer will include advice to NTTA concerning business law and regulatory questions asked by NTTA and reports on business developments and regulatory matters as may be requested by NTTA or identified by Hogan & Hartson as likely to be important to NTTA. The retainer will also include studies of specific business cases (e.g. proposed investments or acquisitions) requested by NTTA, and regular meetings about business and regulatory matters. The amount of work to be done by Hogan & Hartson under this retainer agreement shall be the number of hours which, when multiplied by the rates employed by Hogan & Hartson for attorney's time, yields \$66,000.

If it appears that the regular work requested by NTTA will exceed the amount of this retainer, NTTA will consider increasing the amount of the retainer to cover the estimated work required.

HOGAN & HARTSON L.L.P.

Mr. Okada and Mr. Kii

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Additional work will be subject to NTTA authorization under special contracts.

My 1999 rate is \$380. Rates in the Telecommunications Group for 1999 range from \$110 to \$400. Other 1999 rates in the Corporate Group range from \$130 to \$460. As is our practice, we always bill NTTA at the previous year's rates. The 1998 rates ranged from \$110 to \$450 or more. My 1998 rate was \$360.

The retainer will be paid in full in quarterly installments, following receipt of an invoice from Hogan & Hartson. You have already paid \$16,500 toward this agreement for 1999.

Other charges, such as long-distance telephone, postage, courier services, etc., will be billed separately, also on a quarterly basis. Hogan & Hartson will be happy to provide back-up data covering the other charges if NTTA so requests.

As you know, Hogan & Hartson represents, and in the future will represent, other clients that are or may be involved in transactions or have other contacts with NTTA and/or its affiliates. We understand that NTTA consents to the firm's continued and future representation of such other clients without the need for any further consents from NTTA when there is no direct conflict, such as where there is no direct relationship between such representation of such other clients and the matters the firm is handling for NTTA, or where matters the firm is handling for either NTTA or such other clients involve legislative or policy issues or administrative proceedings unrelated to the representation of the other client. It is Hogan & Hartson's policy not to disclose the identity of its clients without their prior permission. In the event Hogan & Hartson seeks NTTA's consent to request representation of another client when there is a direct conflict, the name of the other client would be disclosed to NTTA in seeking NTTA's consent when requested by NTTA, or Hogan & Hartson would not undertake the representation of the other client.

This will confirm our understanding that NTTA is our client for specific matters on which it engages us and we shall not be deemed to represent its affiliated corporations unless NTTA advises us that such entities are directly involved in or affected by our representation of NTTA.

HOGAN & HARTSON L.L.P.

Mr. Okada and Mr. Kii

June 14, 1999

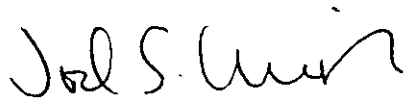
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Please note that, under certain circumstances, lawyers who lobby officials of the executive or legislative branches or federal agencies must publicly disclose such activities under the Lobbying Disclosure Act of 1995. Hogan & Hartson will obtain the approval of NTTA before undertaking any activity that would implicate the registration or reporting requirements of the Lobbying Act. If our activities on behalf of NTTA trigger the Act's registration and reporting requirements, we will have to file reports, which will be made available to the public, disclosing our representation of NTTA, the general nature of our "lobbying" activities on behalf of NTTA, and the firm's income from such activities. We will give NTTA an opportunity to review the information to be contained in such a filing, if one is required. We will bill NTTA for any time spent complying with the Act's requirements in connection with matters handled for NTTA.

If this correctly reflects our understanding, please sign, date, and return to me the enclosed copy of this letter. If you have any questions regarding any aspects of our representation, please call me.

Again, we are pleased to be working with you and NTTA.

Sincerely,



Joel S. Winnik

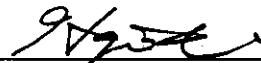
NTT America, Inc.

By  _____

Akihiko Okada

Executive Vice President, Planning & Marketing

Date June 22 99

By  _____

Hajime Kii

Vice President, Corporate Affairs

HOGAN & HARTSON L.L.P.

Mr. Okada and Mr. Kii

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STANDARD SCHEDULE OF OTHER CHARGES

Other charges incurred in connection with this representation will be billed on the following basis until further notice: secretarial overtime resulting from time-sensitive or unusual requests from clients at \$32/hour, other staff at \$20/hour; outgoing facsimiles at discounted AT&T Direct Dial Long Distance rates (described below) plus \$1.50 per page; in-house photocopying at \$0.20/page; Word Processing at \$25/hour for operators and \$35/hour for proofreaders; \$1.80 binding charges for letter-size documents and \$2.10 for legal-size documents; and long distance charged at approximately 56% of standard AT&T Direct Dial Long Distance rates based on negotiated volume discount. The following items are billed at actual cost: computerized research, Federal Express and other overnight delivery services, postage, outside messengers, outside photocopies, transcripts, food services, and all additional charges.